

IN THE CIRCUIT COURT OF FREDERICK COUNTY, MARYLAND

RANDALL FAMILY, LLC	*	
d/b/a The Frederick News Post	*	
	*	
<i>Petitioner,</i>	*	
	*	
v.	*	Case No. 10-C-13-1120
	*	
FREDERICK COMMUNITY	*	
COLLEGE,	*	
	*	
<i>Respondent.</i>	*	
	*	

**RESPONDENT FREDERICK COMMUNITY COLLEGE'S
OPPOSITION TO PETITION FOR AN INJUNCTION**

Respondent Frederick Community College (the "College"), through undersigned counsel, hereby responds to and opposes the Petition for an Injunction for Access to a Maryland Public Record (the "Petition") filed by the Randall Family, LLC d/b/a The Frederick News Post ("Petitioner") and in support thereof states as follows:

I. INTRODUCTION

Attached to this Petition as **Exhibit A** is a lightly redacted copy of the record sought by Petitioner, specifically, the Severance Agreement and Mutual General Release (the "Agreement") entered into between the College and its former President, Dr. Frederico J. Talley ("Dr. Talley"). A copy of the Agreement was provided to Petitioner, as well as to The Gazette which had also made a request for it under the Maryland Public Information Act, on May 15, 2013. Thus, any remaining dispute between the parties involves only the College's redaction of two sentences in the Agreement that contain information plainly constituting "personnel records" as that term is defined by Maryland law. To the extent that Petitioner continues to seek disclosure of the redacted portions of the Agreement, Respondent respectfully requests that the

Court conduct an in camera review of the two sentences in the Agreement withheld from disclosure, applying the legal standard below. *See* MD. CODE ANN. State Government Article (“SG”) §10-623(c)(2) (court may examine the questioned records in camera to determine whether an exception applies).

II. ARGUMENT

While the Maryland Public Information Act (“MPIA”) requires disclosure of “information about the affairs of government and the official acts of public officials and employees,” SG §10-612(a), the MPIA also *requires* the denial of inspection rights with respect to certain categories of records, including ‘personnel records’ pursuant to SG §10-616(i). *In Kirwan v. The Diamondback*, 352 Md. 74 (1998), the Court of Appeals stated with respect to the ‘personnel records’ exemption of the MPIA:

The term ‘personnel record’ is not expressly defined in the statute. Nonetheless, the language of subsection (i) discloses what type of documents the Legislature considered to be personnel records. The statute lists three categories of documents which are: (1) an application for employment; (2) performance rating; and (3) scholastic achievement. Although this list was probably not intended to be exhaustive, it does reflect a legislative intent that ‘personnel records’ **mean those documents that directly pertain to employment and an employee’s ability to perform a job.**

Kirwan, 352 Md. at 82-83 (emphasis added).

The Court of Appeals went on to point out in *Kirwan* that records which:

do not relate to the [employee’s] **hiring, discipline, promotion, dismissal, or any matter involving his status as an employee . . .**
do not fit within the commonly understood meaning of the term personnel records.

352 Md. at 83 (emphasis added).

Since the Court of Appeals decided *Kirwan* in 1998, both the Court of Appeals and the Court of Special Appeals have repeatedly reiterated and emphasized that records relating to the

“hiring, discipline, promotion [or] dismissal” of an employee are personnel records exempt from disclosure. *See, e.g., Montgomery County Maryland v. Shropshire*, 420 Md. 362, 378-79 (2011); *Office of Governor v. Washington Post Co.*, 360 Md. 520, 547 (2000); *Prince George’s County v. The Washington Post Co.* 149 Md. App. 289, 324 (2003).

In this case, an in camera review of the redacted portion of the Agreement will reveal that the two sentences withheld from disclosure are directly related to Dr. Talley’s “status as an employee” and the circumstances surrounding his departure from the College, *i.e.*, information that “directly pertain[s] to employment and [Dr. Talley’s] ability to perform a job.” 352 Md. at 83. Under the relevant authority, therefore, this portion of the Agreement is a ‘personnel record’ exempt from disclosure. *See Shropshire*, 420 Md. at 381 (records of police internal affairs unit related to alleged violations of administrative rules were related to employee discipline and therefore personnel records not accessible under the MPIA).¹ Moreover, the disclosure of the Agreement with redactions is the proper way to balance the College’s disclosure obligations with the need to withhold exempt personnel records. *See Maryland Dept. of State Police v. Maryland State Conference of NAACP Branches*, 430 Md. 179, 195 (2013) (“The plain language of §§10-616(a) and 10-614(b)(3)(iii) authorizes redactions so that the applicant can receive portions of an exempt record which are severable and the receipt of which does not violate the substance of the exemption.”).

¹ As an independent basis to withhold disclosure, the Court should find that in addition to being a personnel record, disclosure of the redacted portion of the Agreement would invade Dr. Talley’s privacy. *See* 82 Opinions of the Attorney General 65, 68 (1997) (purpose of personnel record exemption is to preserve privacy of personal information about a public employee accumulated during employment).

III. CONCLUSION

This dispute is almost entirely resolved, with the College having disclosed the Agreement Petitioner seeks, save two sentences that contain obvious personnel matters that are exempt from disclosure, a fact that will be made clear in a brief in camera inspection if Petitioner chooses to proceed with the hearing scheduled for May 23rd. In light of the College's disclosure, undersigned counsel has asked Petitioner's attorney to withdraw its claim for an injunction and obviate the need for that hearing.

Respectfully submitted,

LERCH, EARLY & BREWER, CHTD.



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Frederick Community College

Dated: May 16, 2013

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of May 2013, I caused a copy of the foregoing to be served via electronic and first class mail, postage prepaid, on the following: Alice Neff Lucan, 2635 White Hall Road, Crozet, Virginia 22932 and Matthew B. Ruble, P.A., 129 West Patrick Street, Suite 3, Frederick, Maryland 21701, *Counsel for Petitioner*.



William A. Goldberg

FREDERICK COMMUNITY COLLEGE

CONFIDENTIAL SEVERANCE AGREEMENT AND MUTUAL GENERAL RELEASE

This **CONFIDENTIAL SEVERANCE AGREEMENT AND MUTUAL GENERAL RELEASE** ("General Release") is entered into by **FREDERICO J. TALLEY, JR.** ("Dr. Talley"), a Maryland resident, and **FREDERICK COMMUNITY COLLEGE** ("College"), effective as of the date on which the Revocation Period, defined below in Section 2.a., expires without Dr. Talley having revoked this General Release (such date to be referred to as the "Effective Date").

1. CONSIDERATION AND RELEASES OF RIGHTS

a. Consideration to, and Release of Rights by Dr. Talley

Within seven (7) calendar days following the Effective Date, the College will take the actions described in **Attachment 1** and except as otherwise provided, begin to make the payments to Dr. Talley that are also described in **Attachment 1**, less legally required deductions which shall be made from each of such payments, *provided that*, Dr. Talley shall be responsible for paying all applicable taxes with respect to such payments for which he is liable under law, *and further provided that*, Dr. Talley fully complies with all of the terms of this General Release.

In consideration of the payments and actions described in **Attachment 1**, Dr. Talley expressly states for himself and anyone claiming through or under him, that he hereby fully, unconditionally, and forever releases and discharges the College, its current and former affiliated business and/or educational entities, and its and their respective current and former members, shareholders, partners, officers, trustees, directors, employees, agents, successors, assigns, and representatives (all of which or whom, including the College, are collectively referred to as the "Releasees"), from any and all causes of action, claims, or liability of any nature whatsoever, whether known or unknown, presently existing or which may hereafter be found to have arisen, which Dr. Talley ever had, now has, or may have, prior to the signing of this General Release, including any matter relating to Dr. Talley's employment with the College or to his employment agreement with the College, except claims that cannot be released by private agreement.

Without limiting the scope of the foregoing release, such release includes any claims or causes of action (whether known or unknown, actual or potential) for attorneys' fees or any claims or causes of action arising out of or relating to any federal, state, or local law, statute, ordinance, order, rule, or regulation (except claims that cannot be released by private agreement), or any tortious conduct or breach of contract. It is expressly agreed and understood that this is a general release.

Dr. Talley specifically waives any right to assert that any claim or cause of action or complaint of any kind or nature has been, through oversight or error, intentionally or unintentionally, omitted from this General Release. Dr. Talley represents that he has, either personally or through his attorney, fully investigated to his satisfaction all facts surrounding all claims and potential claims against, and controversies and disputes with, the College, and he is fully satisfied with the terms and conditions of this General Release.

Dr. Talley also expressly acknowledges that the consideration described in **Attachment 1**: (i) is adequate and accepted in full settlement of any and all claims and/or potential claims, (ii) is in



addition to anything of value to which he is already entitled, and further, (iii) is sufficient for a knowing and voluntary waiver of claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866, as amended, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act of 1990, the Equal Pay Act, the Americans with Disabilities Act of 1990, as amended, the Family and Medical Leave Act, and any other federal, state, or local employment law, including without limitation all comparable State of Maryland and Frederick County, Maryland employment laws, except claims that cannot be released by private agreement.

b. Consideration to, and Release of Rights by the College

In consideration of the representations and promises of Dr. Talley contained in this General Release, the College expressly states for itself and anyone claiming through or under it, including all of the other Releasees, that it hereby fully, unconditionally, and forever releases and discharges Dr. Talley from any and all causes of action, claims, or liability of any nature whatsoever, whether known or unknown, presently existing or which may hereafter be found to have arisen, which the College ever had, now has, or may have, prior to the signing of this General Release, including any matter relating to Dr. Talley's employment with the College or to his employment agreement with the College, except claims that cannot be released by private agreement, *provided, however, that*, this General Release does not release claims that any College member, shareholder, partner, officer, trustee, director, agent, successor, assign or representative may have against Dr. Talley in his or her individual capacity or through his or her affiliation with an entity other than the College or any of the College's affiliated business and/or educational entities.

Without limiting the scope of the foregoing release, such release includes any claims or causes of action (whether known or unknown, actual or potential) for attorneys' fees or any claims or causes of action arising out of or relating to any federal, state, or local law, statute, ordinance, order, rule, or regulation (except claims that cannot be released by private agreement), or any tortious conduct or breach of contract. It is expressly agreed and understood that this is a general release.

The College specifically waives any right to assert that any claim or cause of action or complaint of any kind or nature has been, through oversight or error, intentionally or unintentionally, omitted from this General Release. The College represents that it has, either through appropriate officials of the College or through its attorney, fully investigated to its satisfaction all facts surrounding all claims and potential claims against, and controversies and disputes with, Dr. Talley, and it is fully satisfied with the terms and conditions of this General Release.

Notwithstanding any of the foregoing in this Section 1.b., if Dr. Talley either (i) files any charge, claim, action, proceeding, or lawsuit of any kind with respect to or against any of the Releasees in connection with any matter arising or occurring prior to the Effective Date, or (ii) fails to comply with his acknowledgment and agreement set forth in Section 2.g. hereof, then the College's release of claims against Dr. Talley, set forth in this Section 1.b., shall be null and void, and he shall be liable to the College as provided in Section 2.h. hereof.

2. ADDITIONAL PROVISIONS

a. Dr. Talley acknowledges that he: (i) has been given a period of more than twenty-one (21) days in which to consider this matter and after doing so, has decided to sign this General

Release (changes, including material changes, to the terms of this General Release shall not restart the running of the 21-day period); (ii) shall have seven (7) days from the date of signing this General Release to revoke it ("Revocation period"); and (iii) may revoke this General Release by delivering a written notice to the College's representative, who is Donald C. Francis, Associate Vice President of Human Resources, at 7932 Opossumtown Pike, Frederick, MD 21702, by 10:00 a.m. of the 8th day following the date on which Dr. Talley signs this General Release.

Dr. Talley further acknowledges and understands that no terms of this General Release shall be effective until said seven (7) day period expires without his having revoked it.

b. This General Release constitutes written notice to Dr. Talley in which he is advised to obtain the advice of legal counsel of his choice before signing this General Release, and he hereby acknowledges that he has been so advised. Dr. Talley has not relied on any statements or representations of any other party regarding any matter, and he has considered all aspects of this General Release independently and has relied on his own independent judgment.

c. Dr. Talley acknowledges that the College does not admit any liability to him and that the consideration for this General Release is given solely for the purposes of compromising and settling any potential disputed claims of Dr. Talley against any and all of the Releasees.

d. As a material inducement to the College to enter into this General Release, Dr. Talley expressly agrees and covenants that:

- The terms of this General Release are strictly confidential, and he expressly agrees not to disclose, discuss, or acknowledge any of the terms and/or conditions of this General Release, the existence of it, the circumstances that led up to this General Release, the substance or consideration for this General Release, and/or the amount paid under this General Release to any person other than: (i) his attorney(s), (ii) as compelled by a court of law or by legal process, or (iii) his spouse, who, Dr. Talley warrants, in consideration of the benefits she will receive as a result of the College's entering into this General Release with Dr. Talley, agrees to abide by this "confidentiality" provision.

Other than as provided above, in response to inquiries concerning any of the issues or matters referred to in the sentence immediately above in this bulleted item, Dr. Talley agrees that he will only reply to any such inquiry that he resigned from the College for the reasons that are set forth in the Letter of Reference, annexed as **Attachment 2**, and the College's Public Statement, annexed as **Attachment 3**. No further comments shall be permissible.

- Dr. Talley will not, and he warrants that his spouse agrees that she will not, criticize, disparage, or say or do anything that casts in a negative light, any of the Releasees to any other person.

e. For its part, the College agrees that it will expressly instruct its trustees, officers, and senior members of the College's administration not to criticize, disparage, or say or do anything for the purpose of casting Dr. Talley in a negative light to any other person. The College

may disclose the reasons for Dr. Talley's resignation as set forth in Attachment 2 and Attachment 3.



Formal requests for job or other references will be directed by Dr. Talley to Donald C. Francis, Associate Vice President of Human Resources, who will only confirm the dates of Dr. Talley's employment, the fact that he resigned from his employment for the reasons set forth in Attachment 2 and Attachment 3, and his title of President and his salary as of the date of his resignation from the College.

f. As a further material inducement to the College to enter into this General Release, Dr. Talley expressly agrees, represents, and warrants, as follows:

i. He will not himself take or continue, and he will not cause or encourage any other person (including any current, former, or future employee of the College) to take or continue any action, make any demand or request, or file any charge, claim, action, proceeding, or lawsuit of any kind, including the commencement of an investigation or proceeding by any entity, with respect to or against any of the Releasees. He further represents to the College that he will not provide any assistance, encouragement, aid, or support (including providing any documents or information) to any other person (including any current, former, or future employee of the College) in connection with any claim or potential claim by any other person or entity against any of the Releasees. Nothing in this paragraph is intended to prevent Dr. Talley from testifying in any legal proceeding pursuant to a valid subpoena, *provided, however, that* in the event that Dr. Talley is served with a subpoena that requires his testimony in connection with any matter involving any of the Releasees, he shall immediately inform the College's President in writing, except to the extent that such notification is prohibited by law.

ii. Dr. Talley further agrees not to file, join in or prosecute any lawsuits against any of the Releasees concerning any matter, act, occurrence, or transaction which arose on or before the Effective Date of this General Release. Although Dr. Talley understands that nothing in this General Release is intended to limit any right he may have to file a charge or complaint, or to participate in any investigation of any charge or complaint, with the Equal Employment Opportunity Commission (EEOC) or any other federal, state, or local agency or commission, Dr. Talley expressly [a] waives his right to any monetary recovery or any other individual relief claimed or received in connection with any such charge or complaint, and [b] agrees that he shall not seek or accept any damages in connection with any charge or complaint which may be filed against any of the Releasees on his behalf, individually or as a member of a group or class of individuals.

iii. Dr. Talley shall not at any time, directly or indirectly, use for any purpose whatsoever or disclose to any person, corporation, or other entity, any Confidential Information, as defined herein, concerning the College, its business, its students, or its employees.

All information, whether written or otherwise, regarding the College's business, including but not limited to, trade secrets and information regarding business practices, marketing and business strategies and plans, advertisers, costs, prices and pricing methods, earnings, financial information, machines, systems, operating procedures, prospective, pending, and executed contracts and other business arrangements, computer programs and software, and sources of supply are presumed to be Confidential Information of the College for purposes of this General Release, except to the extent that any such information shall be otherwise lawfully or readily available to the general public.

iv. Dr. Talley acknowledges and represents that he has returned to the College all property and equipment belonging to the College that have been in his possession or under his control, including the original and all copies of all books, records, contracts, drawings, photographs, lists and other written, typed or printed materials, and any computer storage media, whether furnished by the College or prepared in whole or in part by Dr. Talley, which contain any information relating to the College, its business, its students, or its employees.

g. Dr. Talley acknowledges and agrees that the obligations set forth in Sections 2.d. and 2.f. of this General Release commenced immediately upon submission of the original version of this General Release to him for review on January 3, 2013, and further, that any violation therof shall void the College's offer of consideration that is set forth herein and/or if such actions are discovered, either before or after execution of this General Release, to have taken place after submission of this General Release to him for review and before his execution of it, shall constitute a breach of this General Release.

h. Dr. Talley fully understands that in the event that he violates any term of this General Release, other than making an age discrimination claim under the Age Discrimination in Employment Act or under any comparable State of Maryland or Frederick County (Maryland) employment law which is otherwise released hereunder, he shall be obligated, among other remedies that the College may seek, to return all of the payments made to him pursuant to Attachment 1, with the exception of One Hundred Dollars (\$100.00) which shall then serve as the consideration for this General Release by Dr. Talley. In addition, upon the occurrence of any such breach by Dr. Talley, the College shall have no obligation to make any of the remaining payments described in Attachment 1, if any are yet unmade. The College may also seek reasonable attorney's fees and costs incurred as a result of Dr. Talley's breach, as well as those fees and costs incurred in connection either with any efforts undertaken to recover payments made under this General Release or with any efforts otherwise to seek damages as a result of Dr. Talley's failure to comply with the terms of this General Release, regardless of whether suit is actually filed by the College.

i. Dr. Talley's resignation from employment with the College, provided for in Attachment 1, and the resolution of all claims against the Releasees pursuant to this General Release are permanent and final. Dr. Talley represents that he does not desire reinstatement or reemployment with the College or any of its affiliated entities. Dr. Talley hereby agrees that he will not hereafter seek reinstatement or employment or any other independent contractor relationship with the College or any of its affiliated entities in any capacity, and Dr. Talley hereby waives and forever relinquishes any and all claims, rights or interests that he might

otherwise have to apply or be considered for such employment or other business or economic relationship.

j. During the period commencing with Dr. Talley's Resignation Date, as described in Attachment 1, and continuing through the 60-day period following such date, Dr. Talley shall be available, on reasonable notice, to discuss with, either in person or telephonically, and provide advice to the College and/or its representatives with respect to matters that came within the scope of his job duties while employed by the College, and he shall not be entitled to any compensation, in addition to that provided in Attachment 1 of this General Release, for any such work.

k. The parties agree that this General Release is divisible and separable so that, if a court finds any of its provisions to be unenforceable, they respectfully ask that the court modify that provision to the extent necessary to make it legally enforceable or strike it, so that the rest of the General Release will be enforceable.

l. If any dispute arises between the parties regarding the validity, scope, and/or enforceability of this General Release, the parties agree that any litigation relating thereto must be brought in the United States District Court for the District of Maryland, unless that Court does not have subject matter jurisdiction, in which case, any litigation relating thereto must be brought in the Circuit Court for Frederick County, Maryland. Dr. Talley expressly consents to, and expressly agrees not to challenge, such jurisdiction and venue. In addition, Dr. Talley expressly waives any right that he may have to a jury trial in connection with any legal action filed with respect to this General Release.

m. The parties agree that once this General Release becomes effective, it, together with all other documents relating to Dr. Talley's resignation and departure from the College (not including any minutes from closed sessions of the College's Board of Trustees), shall be inserted in Dr. Talley's personnel file at the College, and all such documents shall be deemed to be "personnel records" within the meaning of the Maryland Public Information Act (MPIA).

n. This General Release may be executed in counterparts, and by the parties on separate counterparts, each of which, when so executed, shall constitute but one of the same instrument. Signatures delivered by facsimile and by email shall be deemed to be an original signature for all purposes, including for purposes of applicable rules of evidence.

o. This General Release: (i) constitutes the complete, final and entire understanding and agreement of the parties; (ii) may only be modified in writing, signed by all parties; (iii) shall be deemed to be an agreement with respect to which each party had cooperated in the drafting and preparation thereof and shall not be construed against any party on the basis that that party was the drafter; and (iv) shall be governed by, and interpreted according to, the laws of the State of Maryland, exclusive of its conflict of laws provisions and those of any other State.

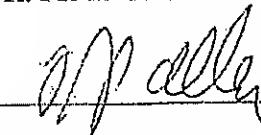
[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have set their hands.

BY SIGNING BELOW, DR. TALLEY
ACKNOWLEDGES THAT HE: (i) HAS READ
THIS GENERAL RELEASE IN ITS ENTIRE-
TY; (ii) FULLY UNDERSTANDS AND AGREES
TO ALL OF ITS TERMS; (iii) HAS HAD AN
OPPORTUNITY TO CONSULT WITH AN
ATTORNEY OF HIS CHOICE BEFORE
SIGNING IT; (iv) HAS HAD A SUFFICIENT
PERIOD OF TIME IN WHICH TO MAKE A
DECISION TO SIGN THIS GENERAL
RELEASE; AND (v) IS SIGNING IT VOLUN-
TARILY:

DR. FREDERICO J. TALLEY, JR.

Witness

 12/12/2013

Date

FREDERICK COMMUNITY COLLEGE

By: _____ 1

Date

IN WITNESS WHEREOF, the parties have set their hands.

BY SIGNING BELOW, DR. TALLEY
ACKNOWLEDGES THAT HE: (i) HAS READ
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TARILY:

DR. FREDERICO J. TALLEY, JR.

Witness

1
Date

FREDERICK COMMUNITY COLLEGE

By:

Frederico J. Talley, 2/14/13
Date

**ATTACHMENT 1 TO THE
CONFIDENTIAL SEVERANCE AGREEMENT AND GENERAL RELEASE
BETWEEN
DR. FREDERICO J. TALLEY, JR. AND FREDERICK COMMUNITY COLLEGE**

1. The College will provide severance to Dr. Talley in the form of salary continuation at his rate of pay as of his last day of employment with the College, less legally required deductions, for the six (6) month period beginning on the Resignation Date defined below ("Severance Period"). The severance pay shall be payable, as Dr. Talley's wages were regularly paid while he was employed by the College, *provided, that* following the Effective Date, the first payment to Dr. Talley shall include the amount due him, retroactive to the Resignation Date and shall be made on the first regular pay day for the College after the Effective Date.

2. The College will pay Dr. Talley for any accrued, unused vacation.

3. The College will reimburse Dr. Talley for all expenses incurred in connection with College business, which he incurred through the Resignation Date. Dr. Talley will provide to the College appropriate documentation relating to all such expenses by March 1, 2013.

4. During the Severance Period and thereafter, Dr. Talley shall not be entitled to accrue or to be paid for any College fringe benefits, including additional contributions to any retirement plan of the College.

5. [REDACTED] By signing this General Release, Dr. Talley voluntarily resigns from his employment with the College, effective as of January 3, 2013 ("Resignation Date"). No further tender of resignation by him is necessary.

6. The College will provide a letter of reference to any future potential employer of Dr. Talley upon his written request. Each such letter of reference shall set forth only the text of the Letter of Reference, annexed as **Attachment 2**.

7. The College will make a public statement with respect to Dr. Talley's departure from the College, as set forth in the College's Public Statement, annexed as **Attachment 3**.

ATTACHMENT 2

Dear XXX

I am providing this letter of recommendation to you for Dr. Frederico "F. J." Talley. While Dr. Talley was President at Frederick Community College for only a short time, he had a positive impact on the College.

In searching for the 8th President of FCC, I was on the search committee along with fellow Trustees and faculty members. Dr. Talley interviewed well and in the final vote, was clearly a strong candidate to lead the College forward.

During his tenure at FCC, Dr. Talley took on several challenges, perhaps the most significant being the need to work closely with affinity group members and others to address issues with personnel and leadership that had not been addressed previously. To accomplish this, Dr. Talley met with every department of the College to assess the community's views of FCC's strengths, challenges, and potential. In addition, he modified the charge to the President's Leadership Council to become a think tank, generating the ideas that have refocused the executive divisions of the College, and setting the entrepreneurial tone for the College's future.

Dr. Talley also cultivated good relationships with several community organizations and departments, among them the Frederick County Public Schools, the Chamber of Commerce, and the garrison command of Fort Detrick among others.

Perhaps Dr. Talley's most important accomplishment while at Frederick Community College was his empowering of the staff and faculty to believe they could make a difference in building a stronger future for the College and its students. By listening to the faculty, staff and students and letting them know that their perspectives matter, he left the College and its employees better prepared to face the future. We are also appreciative of Dr. Talley's efforts to promote the continued success and prosperity of Frederick Community College.

Dr. Talley's efforts during his tenure with the College continue to be appreciated, and the Board views him as a thoughtful leader. We wish him the best in his future endeavors.

ATTACHMENT 3

Frederick Community College Board of Trustees and President Announce Leadership Transition

In acknowledgment of philosophical differences and different visions on how to best achieve goals for the future of the institution, Frederick Community College's Board of Trustees has accepted Dr. Frederico Talley's offer to step down as FCC President effective January 3, 2013.

Both the Board and Dr. Talley expressed their gratitude to one another for the professional nature and mutual respect gained in their respective assessments of the challenges facing the institution. The leadership of the College appreciates and recognizes the financial and personal investments made by its faculty and staff, which commitment will help support the future success of the College.

"Coming to Frederick Community College, it was apparent that it faced many challenges, yet it also had tremendous assets in its faculty and staff" noted Dr. Talley in a farewell statement to the Board. "It has become increasingly evident that the path for FCC's recovery and future that I held was different from that of the Board. Thus, the Board and I have decided that it would be in the best interests of the College for new leadership to take the helm at this time."

Dr. Talley added, "I have very much enjoyed working with the faculty, staff and students of this fine institution.

We have had some notable successes, including the continuing development of a more entrepreneurial stance for the College, developing stronger relationships with the College's external partners, and keeping the College's ambitious strategic planning activities on track, to name a few. Each of these has given the College ample reason to be confident about its future."

Board Chairman Dixie Miller said, "We appreciate Dr. Talley's leadership during this challenging period. We wish him and his family nothing but the best."